

**DRAFT**

ALP - 7/10/12

**PROPOSED**

Agreement Between the City of San José and  
the Association of Legal Professionals (ALP)  
July 1, 2012 to June 30, 2017

***This proposal is submitted as the initial attempt to achieve a complete memorandum of agreement with the City of San Jose and is also an attempt to reach a settlement as to those items contained herein. This proposal is incomplete where indicated, pending further proposals by the Association as to those items.***

***The Association reserves the right to add to, modify, amend or delete any matter from these proposals during negotiations.***

**PREAMBLE**

The Agreement is entered into at San Jose, California, on this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of San Jose ("City" or "Management," and the Association of Legal Professionals ("ALP" or the "Association").

The term "Memorandum of Agreement" or "Agreement" has the same meaning as the term Memorandum of Understanding contained in Section 3505.1 of the "Meyers-Milias-Brown Act" and in Section 1111 of the San Jose City Charter.

**1. PURPOSE**

The purposes of this Agreement are as follows: (1) to promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein, (2) to provide an orderly and equitable means of resolving differences which may arise under this Agreement, and (3) to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by the Association.

**2. TERM OF AGREEMENT**

This Agreement is effective upon execution by both parties, except where may otherwise be provided, and remains in effect through the 30th day of June 2017. No amendment of this Agreement is valid or binding unless it is written and signed by duly authorized representative(s) of the parties.

**3. AGREEMENT CONDITIONS**

This Agreement contains the full and entire understanding of the parties regarding the matters set forth herein. Nothing in this Agreement precludes the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement. During the term of this Agreement, neither party can require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation.

**4. SEVERABILITY**

Notwithstanding any other provision of this Agreement to the contrary, should any decision by a court of competent jurisdiction or any applicable State or Federal law or regulation invalidate a provision of this Agreement, diminish the benefits of a provision of this Agreement, or impose additional obligations on either party, the parties shall meet and confer on the affected provision upon written notice by either party. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

**5. NONDISCRIMINATION**

Neither party shall discriminate against any employee because of membership or lack of membership in the Association, or because of any authorized activity on behalf of the Association. This provision is subject to the Grievance Procedure provided in the Agreement, the San Jose Municipal Code and policies, any other remedies available under state law.

**6. RECOGNITION**

- A. Pursuant to Resolution No. 39367 of the City Council of the City of San Jose and the provisions of applicable state law, the Association is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications listed in Exhibit A, attached hereto and incorporated by reference into this Agreement.
- B. The classifications listed in Exhibit A, and any subsequent additions thereto or deletions therefrom, constitute an appropriate unit. There shall be no changes in the classifications constituting the appropriate unit without written agreement of the parties.

**7. CITY ATTORNEY MANAGEMENT RIGHTS**

Except to the extent that such rights, powers and authority are limited by this Agreement, the City Attorney retains all rights, powers and authority granted to him/her pursuant to any law or the City Charter.

**8. AUTHORIZED REPRESENTATIVES**

- A. The City Attorney, or his/her duly authorized representative, is the City's principal authorized agent.
- B. The Association's elected President, or his/her duly authorized representative, is the Association's principal authorized agent.

**9. RELEASE TIME**

The City grants the elected and appointed representatives of the Association sufficient release time from regular City duties as reasonably needed to do the following: (1) attend and adequately prepare for meetings with the City regarding any matters affecting the Association, and (2) adequately respond to City correspondence regarding matters affecting the Association.

**10. COMMUNICATION**

The Association can use designated portions of City Attorney Office bulletin boards and employee mail boxes for its communications to the represented employees of the Association and such other means of communication that the City Attorney deems to be reasonable.

## **11. CONTRACTING OUT**

- A. The City Attorney will submit all proposals to contract out bargaining unit work to the president and secretary of ALP in a timely manner. No bargaining unit personnel shall be laid off nor authorized positions in the bargaining unit reduced as a result of contracting out legal services or as the result of the use of interns.
- B. In the event the parties agree that contracting out work that would otherwise be performed by bargaining unit members is necessary, the legal services shall be contracted at the same pay rate as members of the bargaining unit and such contract for outside legal services shall require the payment of City Tier One retirement and retiree healthcare contributions to the same extent and amount of contribution as existing City employees represented by the Association in order to offset reductions in contributions to those benefits that would otherwise have occurred except for the contracting out of services.

## **12. WAGE RESTORATION AND RETROACTIVITY**

[TO BE PROPOSED SEPARATELY]

## **13. MERIT INCREASES/PROMOTIONS**

Unless material documented performance matters are indicated, employees shall be awarded a minimum step increase of approximately 2-½% upon their annual performance review until reaching the maximum pay of the classification. An additional annual 2-½%, or more, is available for exceptional performance. Upon reaching the top step in the classification, if not before, Deputy City Attorney will be promoted to Senior Deputy City Attorney.

## **14. MANAGEMENT PERFORMANCE PROGRAM (MPP)**

The Management Performance Program in CPM Section 3.3.2 specifies an employee evaluation system that provides performance based wage increases in addition to the negotiated general wage increases. Each Represented Employee may be eligible to receive a performance based increase for the rating period. Each Represented Employee is eligible to receive up to forty (40) hours additional executive leave in recognition of commendable or outstanding performance as part of the annual performance evaluation.

## **15. LAYOFF**

[TO BE PROPOSED SEPARATELY]

**16. PROFESSIONAL DEVELOPMENT PROGRAM (PDP)**

- A. The City will reimburse each eligible employee for up to \$1000 per fiscal year (July 1 – June 30) for the purchase of textbooks required for an approved course, college accredited courses, non-college accredited courses, continuing education units, adult education classes, workshops, seminars, travel expenses, memberships in professional associations, professional licenses and professional certificates which are either related to and is beneficial for the work of the employee's current City position or occupation, must satisfy a continuing education requirement of the employee's current City position or occupation or must prepare the employee for advancement/promotion to positions of greater responsibility in the City that is within the employee's current trade or business.
- B. The City will reimburse each employee up to a total of \$300 (of the \$1,000 annual maximum) for professional materials that include professional books and professional magazine subscriptions, professional books to prepare for certifications or licensing, and other learning materials (learning/training software, videos, etc.) for educational purposes provided that the materials relate to and are beneficial for the work of the employee's current City position or occupation or are required of the employee's current City position or occupation.

**17. PROFESSIONAL MEMBERSHIPS**

The City shall pay for each employee's membership fees for the California Bar Association and for the Santa Clara County Bar Association.

**18. RETIREMENT**

Full-time eligible employees are members of the Federated City Employees' Retirement System consisting of a monthly allowance as well as medical and dental benefits dependent upon years of service. To be eligible to receive a monthly allowance, the employee must have a minimum of five (5) years of service in the Retirement System and be at least fifty-five (55) years of age. The Federated Retirement System provides eligible employees with medical benefits after fifteen (15) years of service and dental benefits after five (5) years of service. The monthly retirement allowance is based on the following formula:

Years of Service X 2.5% X Final Compensation = Monthly Retirement Allowance.

The maximum retirement benefit a retiree may receive is 75% of their final compensation.

*Note: Final Compensation is the highest average monthly salary during any 12 consecutive months.*

*Part-time and temporary employees **are not eligible** for membership in the City's retirement system, but participate in the "PTC" plan in lieu of Social Security wherein the*

*City and the employee each contribute 3.75% of gross income to a defined contribution retirement account.*

**18. RETIREE HEALTHCARE**

[TO BE NEGOTIATED SEPARATELY]

**19. DEFERRED COMPENSATION PLAN**

To supplement retirement income, employees may put aside a percentage of gross taxable income up to a maximum set by Section 457 of the IRS code and have that money placed in investments on a tax-deferred basis.

Assets under this plan are available only upon retirement, separation from City service, or death. Additional contribution options are available to employees age fifty (50) and older and those within three (3) years of eligibility for retirement.

**20. HEALTH INSURANCE**

The City will provide health coverage for eligible full-time employees and their dependents in accordance with one of the available plans.

Effective June 27, 2010, the City shall pay eighty-five percent (85%) of the full premium cost of the lowest priced plan for employee or employee and dependent coverage, and the employee will pay fifteen percent (15%) of the premium for the lowest priced plan for employee or for employee and dependent coverage. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan for employee or for employee and dependent coverage.

An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

Effective July 1, 2010, the following plan design changes were implemented by the City for all HMO plans:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

**21. DENTAL INSURANCE**

The City will provide dental insurance for eligible employees and their dependents in accordance with one of the two available plans. For full-time employees, the City will pay 100% of the lowest priced plan for the employee or the employee and dependent coverage. For any other plan, the City will pay 95% for the employee or the employee and dependent coverage.

An employee may not be simultaneously covered by City-provided dental benefits as a City employee, and as a dependent of another City employee or retiree.

## **22. PAYMENT IN LIEU OF HEALTH AND/OR DENTAL PROGRAM**

The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have alternative health and/or dental insurance coverage to drop the City's insurance and receive a payment in lieu.

An employee may choose, during open enrollment or within thirty days of a qualifying event, to drop health and/or dental coverage and receive a payment in-lieu equal to one-half of the City's contribution toward health and/or dental coverage.

Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per payperiod:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

An employee may choose, during open enrollment or within thirty days of a qualifying event, to drop health and/or dental coverage and receive a payment-in-lieu. To qualify, the employee must prove acceptable alternate group coverage and work 35+ hours/week.

## **23. FLEXIBLE SPENDING ACCOUNTS - MEDICAL/DEPENDENT CARE**

The City participates in Dependent Care Assistance and Medical Reimbursement Programs. Under these programs, employees may currently put aside up to \$5000 in pre-tax income to pay for eligible dependent care and may currently set aside up to \$2500 in pre-tax income for eligible medical care. In the event of any change in the law, the City shall allow the maximum contribution into these programs as authorized by law.

## **24. LIFE INSURANCE**

The City shall pay the full premium for employee coverage equal to two (2) times the employee's annual salary. Additional employee coverage equal to two (2) times the employee's annual salary, up to \$750,000 of total coverage, is available at employee cost. Dependent coverage is also available in the amount of \$2,000 up to \$10,000 for spouse and/or dependent children at the employee's cost.

**25. DOMESTIC PARTNERS**

Active employees only will be eligible to include domestic partners as dependents for benefits enrollment. Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program.

**26. OPTIONAL BENEFITS**

Optional benefits are available for employee, spouse/domestic partner\*\* and children at employee expense. These optional benefits currently include but are not limited to:

- Vision Insurance
- Personal Accident Insurance
- Long Term Care Insurance
- Commute Assistance Program

**27. LONG-TERM DISABILITY**

Employees have the option to purchase long-term disability insurance which will subsidize their income in the event of a non-work related injury or illness. The City does not participate in the State Disability Insurance plan. Therefore, if an employee suffers a non-work related injury or illness and is unable to work, the employee would not receive any City compensation.

The City offers employees a choice of two long-term disability plans, one with a 30-day waiting period and another with a 60-day waiting period. Employees must use accrued leave balances to receive compensation during the waiting period when using the long-term disability benefit.

**28. EMPLOYEE ASSISTANCE PROGRAM**

The City recognizes that professional counseling is an important benefit to assist employees in resolving personal and family issues which may otherwise affect the employee's job performance and well being. Through the Employee Assistance Program (EAP), licensed counselors are available to help employees resolve issues and identify strategies for coping with difficult situations.

The City will provide up to five (5) counseling sessions per incident per fiscal year at no cost to the employee.

**29. SUBSTANCE ABUSE PROGRAM**

It is the policy of the City to maintain a safe, healthful and productive work environment for all employees. The City will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or tends to undermine public confidence in the City's workforce.



The Substance Abuse Policy (CPM Section 1.4.2) prohibits employees from reporting to work under the influence of alcohol or drugs, exhibiting symptoms of alcohol or drug use, using, possessing, selling or providing drugs or alcohol while on duty, and employees shall not have the ability to work or be on paid standby when impaired as a result of the use of alcohol or drugs. Additionally, employees are required to notify their supervisor when any medication or drug they are taking could create an unsafe and dangerous situation. Employees may be requested to submit to a drug and/or alcohol analysis when there is reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.

In accordance with CPM Section 1.4.2, the City offers self-referral and rehabilitation/treatment options for employees that may be experiencing a problem with alcohol and/or drug use. The City pays 70% of a first occurrence rehabilitation program and the employee pays 30% as approved by the Employee Assistance Program (EAP).

### **30. HOLIDAYS**

Full-time employees receive fourteen (14) paid holidays which include:

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

### **31. VACATION**

Vacation accrues at the following rates for each paid hour (either worked or paid absence):

<b>Years of Service</b>	<b>Annual Hourly Accrual (Full Time)</b>
1 – 5	120 hours
6 – 14	160 hours
15+	200 hours

Employees may accrue vacation without any maximum limit.

### **32. VACATION SELLBACK**

*[INSERT LANGUAGE FROM 2011 TENTATIVE AGREEMENT]*

### **33. EXECUTIVE LEAVE**

Executive leave is a benefit awarded as hours/days off, up to a maximum of forty (40) hours/ five (5) days during a payroll calendar year in accordance with CPM Sections 4.2.4 and 3.3.2. Executive Leave is not an accrued benefit and unused leave does not carry over from year-to-year.

The Management Performance Program (MPP) described in Section 14 provides that employees may receive up to forty (40) hours of additional executive leave.

When an employee is hired into a position eligible for executive leave, the leave may be prorated during the first year dependent upon the hire date.

#### **34. SICK LEAVE**

Paid sick leave accrues at a rate of .04616 for each paid hour (either worked or paid absence). For a full-time employee, this equals approximately one (1) day per month. Accrued sick leave may be used for the care related to the illness or injury of employee's child, mother, father, spouse, or domestic partner.

Up to a total of forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, step-father, step-mother, or step-child.

#### **35. SICK LEAVE PAYOUT**

Members of the Federated Retirement System who retire with at least fifteen (15) years of service shall receive, upon retirement, payout for a portion of their unused earned sick leave at the rate of:

<b>Accrued Sick Leave Hours</b>	<b>Sick Leave Payout</b>
0 – 399 Hours	50% of final hourly rate
400 – 799 Hours	60% of final hourly rate
800 – 1,200 Hours	75% of final hourly rate

If employee's balance is greater than 1,200 hours, the employee is also eligible for a payout of 75% of the value of sick leave in excess of 1,200 hours that is earned but unused during the two (2) years prior to retirement.

#### **36. MILITARY LEAVE**

Persons employed by the City engaging in active military duty for training or other purposes may be provided paid military leave for up to thirty (30) calendar days per fiscal year. In addition, under certain circumstances the City may provide Supplemental Salary and benefits for eligible employees. Please refer to CPM Section 4.2.2 for additional information.

#### **37. DISABILITY LEAVE**

[INSERT LANGUAGE FROM 2011 TENTATIVE AGREEMENT]

**38. LEAVES OF ABSENCE**

Unpaid leaves of absence may be granted for up to twelve (12) months, with possible extension of up to six (6) months. Employees on unpaid leave may continue their insurance benefits by paying full premiums in accordance with City Policy Manual Section 4.2.1.

**39. BEREAVEMENT LEAVE**

Each full-time or benefited part-time employee shall be granted bereavement leave with full pay for up to forty (40) hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner.

All leave must be used within fourteen (14) calendar days following the death of an eligible person. Under extreme circumstances, the fourteen (14) day requirement may be waived by the City Attorney. The decision of the City Attorney shall be final with no process for further appeal.

- Parent/Step parent
- Spouse/Domestic partner
- Child/Step child
- Brother/Sister
- Step Brother/Step Sister
- Half Brother/Half Sister
- Grandparent/Step-grandparent
- Grandchild
- Great grandparent
- Son/daughter in-law
- Brother/sister in-law

**40. TIME DONATION PROGRAMS**

The City has Time Donation Programs, which allow employees to donate accrued vacation to fellow employees under special circumstances. An employee must meet the criteria established under the Time Donation Policy in City Policy Manual section 4.2.10 in order to receive time donations.

**41. USE OF PRIVATE AUTOMOBILE**

Each employee required to use their private automobile in the performance of the duties of their position, shall be entitled to receive and shall be paid as a travel allowance for such use of their private automobile a "mileage reimbursement rate" as consistent with the City's/IRS determined rate. Additionally, all parking and toll fees will be reimbursed.

Employees required to use a private vehicle, as provided above, whom may suffer any loss to the vehicle while being operated while the employee is on duty

and such loss is covered by the employee's collision insurance shall be reimbursed for any deductible provided by the insurance, but such reimbursement shall not exceed \$1,000 per occurrence.

#### **42. GRIEVANCE PROCEDURE**

A grievance is defined as any dispute concerning the interpretation or application of a written memorandum of agreement or City or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by the memorandum of agreement.

Any such dispute between the City and a represented employee, or, between the City and the Association, may be filed by an employee on their own behalf, or by the President of the Association, or his/her designated representative(s).

A represented employee must commence the Grievance procedure at Step 1. Grievances by the Association shall begin at Step II.

##### Step I.

An employee may present his/her grievance orally either directly or through a representative of his/her choosing to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within seven (7) calendar days after receiving the oral grievance, the immediate supervisor shall give the employee a reply.

If the employee is not satisfied with the reply of the employee's immediate supervisor, the employee may appeal the grievance to Step II.

##### Step II.

Employee appeals of the determination in Step I and all Association grievances shall be made in writing and presented to the City Attorney within fourteen (14) calendar days following the determination in Step I or the event or events upon which the grievance is based, as applicable. The written grievance shall contain a statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of the agreement or City rule or policy claimed to have been violated, if any. The grievance shall be signed and dated by the employee, the employee's representative, or the Association, as applicable.

The City Attorney shall arrange a meeting with the employee and any representative of the employee, or the Association as applicable to attempt to resolve the grievance. The City Attorney shall give a written decision to the employee within fourteen (14) calendar days following receipt of the written

appeal to Step II, with a copy to the employee's representative, or to the Association in the event of a grievance by the Association.

If the employee or the Association is not satisfied with the decision, the employee or Association may appeal the grievance to Step III.

Step III.

If the employee or the Association desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Municipal Employee Relations Officer within seven (7) calendar days following receipt of the written decision in Step II.

Within fourteen (14) calendar days after receipt of the appeal to Step III, the Municipal Employee Relations Officer shall hold a meeting with the employee, the appropriate Association representative, and the City Attorney or his/her designee to discuss the matter. A written decision shall be given to the employee and his/her representative, or the appropriate Association representative within seven (7) calendar days following the meeting.

Step IV – Arbitration Upon completion of Step III, if the grievance has not been resolved to the satisfaction of the aggrieved employee or the Association, the employee or the Association may appeal the grievance to Arbitration. The employee or the Association shall notify the Municipal Employee Relations Officer, in writing, within fourteen (14) calendar days following receipt by the employee or Association of the written response at Step III.

The parties shall mutually request a list of seven (7) arbitrators from the state Mediation and Conciliation Service [now PERB?] and, upon receipt of such list, shall alternately strike the names of arbitrators until there is one remaining. No later than fourteen (14) calendar days prior to the date of the arbitration hearing, the parties shall attempt to prepare a joint statement of the issue, or issues, to be presented to the arbitrator, and shall attempt to agree to joint exhibits, share witness lists, and provide for the attendance of witnesses to testify at the arbitration hearing. City shall release witnesses who are City employees to testify at the arbitration hearing in paid status.

Each party shall bear one-half of the costs of the arbitrator.

**43. DISCIPLINE.**

Employees in the classified service shall only be disciplined for cause in accordance with Chapter 3.04 of the San Jose Municipal Code and are entitled to appeal any disciplinary action taken against them, including but not limited to

termination, suspension, demotion, y-rating, step reduction, and written reprimand, in accordance with the Municipal Code.

**44. UNIT MEMBERSHIP LIST**

Management shall provide the Association, within thirty (30) calendar days from the effective date of this memorandum of agreement and each thirty (30) calendar days thereafter, an alphabetized list of employees subject to this agreement, including each employee's name, home address, employee number, class title, and class code.

**45. NEW EMPLOYEE INFORMATION**

Management will provide each new employee a printed card, supplied by the Association to the City Attorney's Office, containing only the following information:

- a. Your classification is represented by the Association of Legal Professionals of the City of San Jose.
- b. The Association has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits, and conditions of employment.

**47. PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during the hours when the Office of the City Attorney is normally open for business. Management shall provide employees with a copy of materials in the departmental personnel folder.

The employee may authorize a representative of his/her choice or an Association representative to inspect the departmental folder, upon written consent of the employee.

No evaluator or disciplinary document may be placed in an employee's personnel folder without his/her review and a copy of the document presented to the employee for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it, with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his/her personnel folder.

**48. RELIGIOUS OBSERVANCE**

An employee shall be allowed time off for observation of religious holidays unless the employee's absence substantially interferes with the performance of essential City services, such time shall be charged to accrued vacation or to time off without pay. Management will accept requests for time off for these purposes at any time in advance of the date.

**49. JURY SERVICE**  
[ADD CITY POLICY]

**50. CIVIC DUTY**  
[ADD CITY POLICY]

**51. AGENCY SHOP**

The agency shop provisions in the Agency Fee Agreement between the City and ALP shall apply to all employees in the classifications listed in Exhibit A. A copy of the Agency fee Agreement is attached hereto and incorporated herein as Exhibit C.

**52. SIDE LETTERS**

The following Side Letters between the City and ALP are attached hereto and incorporated herein by reference:

- a. Side Letter regarding labor and employment deputy or senior deputy position dated \_\_\_\_\_, 2012 (Exhibit D).

EXHIBIT A

Classifications represented by ALP:

Senior Deputy City Attorney I (Classified)  
Senior Deputy City Attorney II (Classified)  
Senior Deputy City Attorney III (Classified)  
Senior Deputy City Attorney IV (Classified)  
Senior Deputy City Attorney I (Unclassified)  
Senior Deputy City Attorney II (Unclassified)  
Senior Deputy City Attorney III (Unclassified)  
Senior Deputy City Attorney IV (Unclassified)  
Deputy City Attorney I (Classified)  
Deputy City Attorney II (Classified)  
Deputy City Attorney III (Classified)  
Deputy City Attorney IV (Classified)  
Deputy City Attorney I (Unclassified)  
Deputy City Attorney II (Unclassified)  
Deputy City Attorney III (Unclassified)  
Deputy City Attorney IV (Unclassified)  
Associate Deputy City Attorney  
Senior Legal Analyst  
Legal Services Manager



EXHIBIT B  
[TO BE COMPLETED AND PROPOSED SEPARATELY]

Salary Ranges as of July 1, 2012:

Senior Deputy City Attorney I (Classified)  
Senior Deputy City Attorney II (Classified)  
Senior Deputy City Attorney III (Classified)  
Senior Deputy City Attorney IV (Classified)  
Senior Deputy City Attorney I (Unclassified)  
Senior Deputy City Attorney II (Unclassified)  
Senior Deputy City Attorney III (Unclassified)  
Senior Deputy City Attorney IV (Unclassified)  
Deputy City Attorney I (Classified)  
Deputy City Attorney II (Classified)  
Deputy City Attorney III (Classified)  
Deputy City Attorney IV (Classified)  
Deputy City Attorney I (Unclassified)  
Deputy City Attorney II (Unclassified)  
Deputy City Attorney III (Unclassified)  
Deputy City Attorney IV (Unclassified)  
Associate Deputy City Attorney  
Senior Legal Analyst  
Legal Services Manager